



**Ohio Mutual
Insurance Group**

PERSONAL AUTO POLICY

The attached Declarations and the pages that follow describe the auto insurance protection you have purchased through your insurance agent.

While it is our intent to provide a policy that is readable and easy to understand, your agent will welcome any questions that you may have regarding your policy.

YOUR GUIDE TO PROTECTION

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PERSONAL AUTO POLICY

AGREEMENT

In return for payment of the premium and subject to all the terms of this policy, we agree with you as follows:

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations; and
2. The spouse if a resident of the same household.

If the spouse ceases to be a resident of the same household during the policy period or prior to the inception of this policy, the spouse will be considered "you" and "your" under this policy but only until the earlier of:

1. The end of 90 days following the spouse's change of residency;
2. The effective date of another policy listing the spouse as a named insured; or
3. The end of the policy period.

B. "We", "us", and "our" refer to the Company providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup, or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least six months.

Other words and phrases are defined. They are in quotation marks when used.

D. "Bodily injury" means bodily harm, sickness, or disease, including death that results.

E. "Business" includes trade, profession, or occupation whether full- or part-time.

F. "Fungi" means any type or form of fungus or fungi and includes:

1. Mold;
2. Mildew; and
3. Any of the following that are produced or released by fungi:
 - a. Mycotoxins;

b. Spores;

c. Scents; or

d. Byproducts.

G. "Family member" means a person related to you by blood, marriage, or adoption who is a resident of your household. This includes a ward or foster child.

H. "Occupying" means:

1. In;
2. Upon; or
3. Getting in, on, out, or off.

I. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.

J. "Trailer" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup or van.

It also means a farm wagon or farm implement while towed by a vehicle listed in **1.** or **2.** above.

K. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. A "newly acquired auto".
3. Any "trailer" you own.
4. Any auto or "trailer" you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. Loss; or
 - e. Destruction.

This provision (**K.4.**) does not apply to Coverage for Damage to Your Auto.

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- L. "Newly acquired auto":
1. "Newly acquired auto" means any of the following types of vehicles you become the owner of during the policy period:
 - a. A private passenger auto; or
 - b. A pickup or van, for which no other insurance policy provides coverage, that:
 - (1) Has a Gross Vehicle Weight of less than 12,500 lbs.; and
 - (2) Is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) Incidental to your "business" of installing, maintaining, or repairing furnishings or equipment; or
 - (b) For farming or ranching.
 2. Coverage for a "newly acquired auto" is provided as described below if:
 - a. You acquire the auto during the policy period;
 - b. You ask us to insure a "newly acquired auto" within 30 days after you become the owner; and
 - c. The "newly acquired auto" replaces one shown in the Declarations, it will have the same coverage as the vehicle it replaced. You must ask us to insure a replacement vehicle within 30 days only if you wish to add or continue Coverage for Damage to Your Auto. If the "newly acquired auto" is in addition to any shown in the Declarations, it will have the broadest coverage we now provide for any vehicle shown in the Declarations.

PART A - LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for "bodily injury" or "property damage" for which any "insured" becomes legally responsible because of an auto accident. Damages include pre-judgment interest awarded against the "insured". We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted by payment of judgments or settlements. We have no duty to defend any suit or settle any claim for "bodily injury" or "property damage" not covered under this policy.
- B. "Insured" as used in this Part means:
1. You or any "family member" for the ownership, maintenance, or use of any auto or "trailer".
 2. Any person using "your covered auto" with your permission provided that the actual operation or use is within the scope of such permission.
 3. For "your covered auto", any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under this Part.

4. For any auto or "trailer", other than "your covered auto", any other person or organization but only with respect to legal responsibility for acts or omissions of you or any "family member" for whom coverage is afforded under this Part. This provision **(B.4.)** applies only if the person or organization does not own or hire the auto or "trailer".

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an "insured":

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in "bodily injury" or "property damage" covered under this policy.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.
4. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
5. Other reasonable expenses incurred at our request.

These payments will not reduce the limit of liability.

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EXCLUSIONS

A. We do not provide Liability Coverage for any "insured":

1. For "bodily injury" or death to you or any "family member".
2. For "bodily injury" or "property damage":
 - a. Caused intentionally by or at the direction of an "insured"; or
 - b. Resulting from any accident caused by an act of an "insured" with the intent to cause damage or injury of any nature.
3. For "property damage" to property owned or being transported by any "insured".
4. For "property damage" to property:
 - a. Rented or leased to;
 - b. Used by; or
 - c. In the care of;any "insured".

This Exclusion **(A.4.)** does not apply to "property damage" to a residence or private garage.

5. For "bodily injury" to an employee of that "insured" during the course of employment. This Exclusion **(A.5.)** does not apply to "bodily injury" to a domestic employee unless workers' compensation benefits are required or available for that domestic employee.
6. For that "insured's" liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This Exclusion **(A.6.)** does not apply to a share-the-expense car pool.
7. While employed or otherwise engaged in the "business" of:
 - a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;vehicles designed for use mainly on public highways. This includes road testing and delivery. This Exclusion **(A.7.)** does not apply to the ownership, maintenance, or use of "your covered auto" by:
 - a. You;
 - b. Any "family member"; or
 - c. Any partner, agent, or employee of you or any "family member".

8. Maintaining or using any vehicle while that "insured" is employed or otherwise engaged in any "business" (other than farming or ranching) not described in Exclusion **A.7.**

This Exclusion **(A.8.)** does not apply to the maintenance or use of a:

- a. Private passenger auto;
- b. Pickup or van that:
 - (1)** You own; or
 - (2)** You do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:
 - (a)** Breakdown;
 - (b)** Repair;
 - (c)** Servicing;
 - (d)** Loss; or
 - (e)** Destruction; or
- c. "Trailer" used with a vehicle described in **a.** or **b.** above.

9. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.9.)** does not apply to a "family member" using "your covered auto" which is owned by you.

10. For "bodily injury" or "property damage" for which that "insured":
 - a. Is an insured under a nuclear energy liability policy; or
 - b. Would be an insured under a nuclear energy liability policy, but for its termination upon exhaustion of its limit of liability.

A nuclear energy liability policy is a policy issued by any of the following or their successors:

- a. Nuclear Energy Liability Insurance Association;
- b. Mutual Atomic Energy Liability Underwriters; or
- c. Nuclear Insurance Association of Canada.

11. Arising out of:
 - a. Any punitive or exemplary damages, fines, costs, interest, or penalties; or
 - b. Any attorney fees as a result of punitive or exemplary damages, fines, costs, interest, or penalties.

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12. For which the United States Postal Service, The United States of America, or any of its agencies may be held liable arising from the operation of "your covered auto" by that "insured" as an employee of the United States government under the Federal Tort Claims Act, including any amendments.
13. For "bodily injury" or "property damage" caused by "your covered auto" when it is driven, operated, or used with your permission by a person other than a "family member" whom you know:
 - a. Is under the minimum age to obtain a driver's license;
 - b. Does not have a valid driver's license;
 - c. Has a suspended driver's license;
 - d. Has a revoked driver's license; or
 - e. Has a restricted driver's license and is operating a vehicle beyond the scope of such restriction.

This Exclusion **(A.13.)** does not apply when it is not required for a person to obtain a driver's license to operate "your covered auto".

- B. We do not provide Liability Coverage for the ownership, maintenance, or use of:
 1. Any vehicle which:
 - a. Has fewer than four wheels; or
 - b. Is designed mainly for use off public roads.

This Exclusion **(B.1.)** does not apply:

- a. While such vehicle is being used by an "insured" in a medical emergency; or
- b. To any "trailer".
2. Any vehicle, other than "your covered auto", which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
3. Any vehicle, other than "your covered auto", which is:
 - a. Owned by any "family member"; or
 - b. Furnished or available for the regular use of any "family member".

However, this Exclusion **(B.3.)** does not apply to you while you are maintaining or "occupying" any vehicle which is:

- a. Owned by a "family member"; or

- b. Furnished or available for the regular use of a "family member".
4. Any vehicle while:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing, pulling, or speed contest; or any driving activity conducted on a permanent or temporary racetrack or racecourse.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident.
- B. The limit of liability shown in the Declarations for each person for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for death and damages for all derivative claims including, but not limited to, claims for loss of services, loss of consortium, and claims for medical bills, incurred by any other person, arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each auto accident for Bodily Injury Liability is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all "property damage" resulting from any one auto accident.

- C. With regards to **A.** or **B.** above, this is the most we will pay regardless of the number of:
 1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- D. We will apply the limit of liability to provide any separate limits required by law for bodily injury and property damage liability. However, this provision **(D.)** will not change our total limit of liability.
- E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **B** or Part **C** of this policy.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which "your covered auto" is principally garaged, we will interpret your policy for that accident as follows:

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- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for "bodily injury" or "property damage" higher than the limit shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum amounts and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

OTHER INSURANCE

If there is other applicable liability insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide for a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance. Any insurance we provide for use of a "your covered auto" by any person other than you or a "family member" will be excess over any other collectible insurance, self-insurance, or bond stated to be primary, contributing, excess or contingent. If this policy and any other auto insurance policy issued to you or any "family member" by us, or a member Company of the Ohio Mutual Insurance Group, apply to the same accident, the maximum limit of our liability under all policies shall not exceed the highest applicable limit of liability under any one policy.

PART B - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay "reasonable" expenses incurred for "necessary" medical and funeral services because of "bodily injury":

1. Caused by an accident; and
2. Sustained by an "insured".

We will pay only those expenses incurred for services rendered within one year from the date of the accident.

- B. "Insured" as used in this Part means:

1. You or any "family member":
 - a. While "occupying"; or
 - b. As a pedestrian when struck by:
a motor vehicle designed for use mainly on public roads or a trailer of any type.
2. Any other person while "occupying" "your covered auto".

- C. "Reasonable" as used in this Part means:

Expenses that are consistent with the usual and customary charges of the majority of similar medical providers in the geographic area in which the expenses were incurred for the specific medical service.

- D. "Necessary" as used in this Part means:

Services that are rendered by a medical provider within the legally authorized scope of the provider's practice and are recognized within that

practice as being appropriate treatment in achieving maximum medical improvement for the "bodily injury" sustained in the accident.

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.
2. Sustained while "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while "occupying" any vehicle located for use as a residence or premises.
4. Occurring during the course of employment if workers' compensation benefits are required or available for the "bodily injury".
5. Sustained while "occupying", or struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by you; or
 - b. Furnished or available for your regular use.
6. Sustained while "occupying", or when struck by, any vehicle (other than "your covered auto") which is:
 - a. Owned by any "family member"; or

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- b. Furnished or available for the regular use of any "family member".

However, this Exclusion (6.) does not apply to you.

- 7. Sustained while "occupying" a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (7.) does not apply to a "family member" using "your covered auto" which is owned by you.
- 8. Sustained while "occupying" a vehicle when it is being used in the "business" of an "insured". This Exclusion (8.) does not apply to "bodily injury" sustained while "occupying" a:
 - a. Private passenger auto;
 - b. Pickup or van; or
 - c. "Trailer" used with a vehicle described in a. or b. above.
- 9. Caused by or as a consequence of:
 - a. Discharge of a nuclear weapon (even if accidental);
 - b. War (declared or undeclared);
 - c. Civil war;
 - d. Insurrection; or
 - e. Rebellion or revolution.
- 10. From or as a consequence of the following, whether controlled or uncontrolled or however caused:
 - a. Nuclear reaction;
 - b. Radiation; or
 - c. Radioactive contamination.
- 11. Sustained while "occupying" any vehicle while:
 - a. Competing in; or
 - b. Practicing or preparing for; any prearranged or organized racing, pulling, or speed contest; or any driving activity conducted on a permanent or temporary racetrack or racecourse.
- 12. Which results from exposure to "fungi".

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations;
 - 4. Vehicles involved in the accident; or
 - 5. Policies issued by us, or a member Company of the Ohio Mutual Insurance Group, to you or any "family member".
- B. We will pay under **Part B - Medical Payments Coverage**, the lesser of:
 - 1. "Reasonable" expenses incurred by the "insured" for "necessary" medical and funeral services because of "bodily injury"; or
 - 2. Any negotiated reduced rate accepted by a medical provider.
- C. We do not owe payment to the "insured" or medical provider for any balance bill received by the "insured" if the medical provider has agreed to reduce the charge for services after a review by us.
- D. Any amounts otherwise payable for expenses under this coverage shall be reduced by any amounts paid or payable for the same expenses under Part A or Part C.
- E. No payment will be made unless the injured person or that person's legal representative agrees in writing that any payment shall be applied toward any settlement or judgment that that person receives under Part A or Part C.
- F. In no event will an "insured" be entitled to receive duplicate payments for the same element of loss.

We may make payment under this coverage to the "insured" or to the medical provider on behalf of the "insured".

OTHER INSURANCE

If there is other applicable auto medical payments insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.

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PART C - UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of:

1. An "uninsured motor vehicle" as defined in **C.1.**, **C.2.**, **C.4.**, **C.5.**, and an "underinsured motor vehicle" as defined in **E.** because of "bodily injury":
 - a. Sustained by an "insured"; and
 - b. Caused by an accident.
2. An "uninsured motor vehicle" as defined in **C.3.** because of "bodily injury" sustained by an "insured".

The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle" or "underinsured motor vehicle".

We will pay Underinsured Motorists Coverage only if **1.** or **2.** below applies:

1. The limits of liability under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle" have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:
 - a. Have been given prompt written notice of such tentative settlement; and
 - b. Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any "family member"; or
2. Any other person "occupying" "your covered auto", if that person is not insured for Uninsured Motorists and Underinsured Motorists Coverage under another policy.

C. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.

2. To which a bodily injury liability bond or policy applies at the time of the accident. In this case its limit for bodily injury liability must be less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes "bodily injury" without hitting:
 - a. You or any "family member";
 - b. A vehicle which you or any "family member" are "occupying"; or
 - c. "Your covered auto".

The facts of the accident or intentional act must be proved. We will only accept independent corroborative evidence other than the testimony of an "insured" making a claim under this coverage, unless such testimony is supported by additional evidence.

4. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.
5. Owned by any governmental unit or agency, and the owner or operator has:
 - a. Immunity under the Ohio Political Subdivision Tort Liability Law; or
 - b. A diplomatic immunity.

D. "Uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any "family member".
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed for use mainly off public roads except while on public roads.
5. While located for use as a residence or premises.

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- E.** "Underinsured motor vehicle" means a land motor vehicle or trailer of any type to which a bodily injury liability bond or policy applies at the time of the accident but its limit for Bodily Injury Liability is either:
1. Less than the limit of liability for this coverage; or
 2. Reduced by payments to others injured in the accident to an amount which is less than the limit of liability for this coverage.
- F.** "Underinsured motor vehicle" does not include any vehicle or equipment:
1. To which a bodily injury liability bond or policy applies at the time of the accident but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.
 2. Owned by or furnished or available for the regular use of you or any "family member".
 3. Operated on rails or crawler treads.
 4. Designed for use mainly off public roads except while on public roads.
 5. While located for use as a residence or premises.
 6. Owned or operated by a person qualifying as a self-insurer under any applicable motor vehicle law.
 7. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

EXCLUSIONS

- A.** We do not provide Uninsured Motorists and Underinsured Motorists Coverage for "bodily injury" or derivative claims sustained:
1. By an "insured" while "occupying", or when struck by, any motor vehicle owned by you or any "family member" which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any "family member" while "occupying", or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
 3. By an "insured" which is caused by a motor vehicle operated by any person who is specifically excluded from coverage for bodily

injury liability in the policy under which the Uninsured Motorists and Underinsured Motorists Coverage is provided.

- B.** We do not provide Uninsured Motorists and Underinsured Motorists Coverage for "bodily injury" or derivative claims sustained by any "insured":
1. If that "insured" or the legal representative settles the "bodily injury" claim and such settlement prejudices our right to recover payment. This Exclusion (**B.1.**) does not apply to a settlement made with the insurer of a vehicle described in **C.2.** of the definition of "uninsured motor vehicle".
 2. While "occupying" "your covered auto" when it is being used as a public or livery conveyance. This Exclusion (**B.2.**) does not apply to a share-the-expense car pool.
 3. Using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion (**B.3.**) does not apply to a "family member" using "your covered auto" which is owned by you.
- C.** This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers' compensation law; or
 2. Disability benefits law.
- D.** We do not provide Uninsured Motorists and Underinsured Motorists Coverage for:
1. Any punitive or exemplary damages, fines, costs, interest, or penalties; or
 2. Any attorney fees as a result of punitive or exemplary damages, fines, costs, interest, or penalties.

LIMIT OF LIABILITY

- A.** The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident.
- B.** The limit of liability shown in the Declarations for each person for Uninsured Motorists and Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for death and damages for all claims including, but not limited to, claims for loss of services, loss of consortium, and claims for medical bills arising out of "bodily injury" sustained by any one person in any one auto accident. Subject to this limit for each person, the limit of liability shown in the Declarations for each

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auto accident for Uninsured Motorists and Underinsured Motorists Coverage is our maximum limit of liability for all damages for "bodily injury" resulting from any one auto accident.

- C. With regards to **A.** or **B.** above, this is the most we will pay regardless of the number of:
 - 1. "Insureds";
 - 2. Claims made;
 - 3. Vehicles or premiums shown in the Declarations; or
 - 4. Vehicles involved in the accident.
- D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part **A** or Part **B** of this policy.
- E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- F. For Underinsured Motorists Coverage the limit of liability shall be reduced by all sums paid because of the "bodily injury" by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part **A** of this policy.

ACTION AGAINST THE COMPANY

- A. No suit or any proceeding in arbitration shall be brought against the company for the recovery of any claim resulting from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle" unless as a condition precedent thereto, the "insured" or his legal representative has fully complied with all terms of the policy and unless the suit or proceeding in arbitration is commenced against the company in compliance with **B.1.** and **B.2.** shown below:
- B. We will pay as long as:
 - 1. The "insured" has not prejudiced our subrogation rights; and
 - 2. Each claim or suit for Uninsured Motorists and Underinsured Motorists Coverage has been made or brought within three years after the date of accident causing the "bodily injury", sickness, disease, or death, or within one year after the liability insurer for the owner or operator of the motor vehicle liable to the "insured" has become the subject of insolvency proceedings in any state, whichever is later.

OTHER INSURANCE

If there is other applicable insurance we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible bond or collectible insurance.

If this policy and any other auto insurance policy issued to you or any "family member" by us, or a member Company of the Ohio Mutual Insurance Group, apply to the same accident, the maximum limit of our liability under all policies shall not exceed the highest applicable limit of liability under any one policy.

ARBITRATION

- A. If we and an "insured" do not agree:
 - 1. Whether that "insured" is legally entitled to recover damages; or
 - 2. As to the amount of damages which are recoverable by that "insured";

from the owner or operator of an "uninsured motor vehicle" or "underinsured motor vehicle", then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If the "insured" and company do not agree to arbitrate, then the "insured" or company may bring suit to determine the right to recovery and as to the amount of damage, under this agreement, as in other civil cases. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree on the third arbitrator within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
 - 1. Pay the expenses it incurs; and
 - 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:
 - 1. Whether the "insured" is legally entitled to recover damages; and
 - 2. The amount of damages.

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ADDITIONAL DUTY AFTER AN ACCIDENT OR LOSS

A person seeking Underinsured Motorists Coverage must also promptly:

- A. Send us copies of the legal papers if a suit is brought; and
- B. Notify us in writing of a tentative settlement between the "insured" and the insurer of the

"underinsured motor vehicle", and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner, or operator of such "underinsured motor vehicle". However, this paragraph **(B.)** does not apply if failure to notify us does not prejudice our rights against the insurer, owner, or operator of such "underinsured motor vehicle".

PART C1 - UNINSURED MOTORISTS PROPERTY DAMAGE COVERAGE

INSURING AGREEMENT

- A. We will pay compensatory damages which an "insured" is legally entitled to recover from the owner or operator of an "uninsured motor vehicle" because of "property damage" caused by an accident arising out of actual physical contact with "your covered auto" only if the Declarations indicate that the Uninsured Motorist Property Damage Coverage is provided for that auto. The owner's or operator's liability for these damages must arise out of the ownership, maintenance, or use of the "uninsured motor vehicle".

Any judgment for damages arising out of a suit brought without our written consent is not binding on us.

- B. "Insured" as used in this Part means:
 1. You or any "family member" for the ownership, maintenance, or use of "your covered auto".
 2. Any person using "your covered auto" with your permission provided the actual operation or use is within the scope of such permission.
- C. "Property damage" as used in this Part means injury to or destruction of "your covered auto". However, "property damage" does not include:
 1. Loss of use of "your covered auto"; or
 2. Damage to personal property contained in "your covered auto".
- D. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:
 1. To which no liability bond or policy affording coverage for "property damage" applies at the time of the accident.
 2. To which a liability bond or policy affording coverage for "property damage" applies at the time of the accident. In this case its limit for property damage liability must be less than

the minimum limit for property damage liability specified by the financial responsibility law of the state in which "your covered auto" is principally garaged.

3. To which a liability bond or policy affording coverage for "property damage" applies at the time of the accident, but the bonding or insuring company:
 - a. Denies coverage; or
 - b. Is or becomes insolvent.

However, "uninsured motor vehicle" does not include any vehicle or equipment:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
2. Operated on rails or crawler treads.
3. Designed for use mainly off public roads except while on public roads.
4. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Property Damage Coverage for "property damage":
 1. If an "insured" or the legal representative settles the "property damage" claim and such settlement prejudices our right to recover payment.
 2. When "your covered auto" is being used as a public or livery conveyance. This Exclusion **(A.2.)** does not apply to a share-the-expense car pool.
 3. For any "insured" using a vehicle without a reasonable belief that that "insured" is entitled to do so. This Exclusion **(A.3.)** does not apply to a "family member" using "your covered auto" which is owned by you.

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4. If the owner or operator of the "uninsured motor vehicle" cannot be identified.
 5. For the operation or use of any vehicle owned by you or any "family member" or furnished or available for you or any "family member's" regular use.
- B.** This coverage shall not apply directly or indirectly to benefit any insurer of the property.
- C.** We do not provide Uninsured Motorists Property Damage Coverage for:
1. Any punitive or exemplary damages, fines, costs, interest, or penalties; or
 2. Any attorney fees as a result of punitive or exemplary damages, fines, costs, interest, or penalties.

LIMIT OF LIABILITY

- A.** Our maximum limit of liability for all damages resulting from any one accident will be the lesser of:
1. The limit of liability shown in the Declarations; or
 2. The actual cash value of "your covered auto".
- This is the most we will pay, regardless of the number of:
1. "Insureds";
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the accident.
- B.** We will deduct the first \$250 of the amount of the "property damage" to each of "your covered auto(s)" as a result of any one accident.
- C.** An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- D.** We will not make a duplicate payment under this coverage for any element of loss for which payment has been made, including payments made by or on behalf of persons or organizations who may be legally responsible.

ACTION AGAINST THE COMPANY

No suit or any proceeding in arbitration shall be brought against the company for the recovery of any claim resulting from the owner or operator of an "uninsured motor vehicle" unless as a condition precedent thereto, the "insured" or their legal representative has fully complied with all terms of the policy and unless the suit or proceeding in arbitration is commenced against the company within two years after the date of the accident.

OTHER INSURANCE

If there is other applicable insurance similar to the insurance provided we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for "your covered auto", shall be excess over any other collectible insurance.

ARBITRATION

- A.** If we and an "insured" do not agree:
1. Whether that person is legally entitled to recover damages under this Part; or
 2. As to the amount of damages which are recoverable by that "insured";
- from the owner or operator of an "uninsured motor vehicle" then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.
- Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.
- B.** Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by at least two of the arbitrators will be binding as to:
1. Whether the "insured" is legally entitled to recover damages; and
 2. The amount of damages.

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PART D - COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to "your covered auto" or any "non-owned auto", including their equipment, not otherwise excluded, minus any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" or "non-owned auto" results from the same "collision", only the highest applicable deductible will apply. We will pay for the loss to "your covered auto" caused by:

1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a "non-owned auto", we will provide the broadest coverage applicable to any "your covered auto" shown in the Declarations.

B. "Collision" means the upset of "your covered auto" or a "non-owned auto" or their impact with another vehicle or object.

Loss caused by the following is considered other than "collision":

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water, or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a "collision", you may elect to have it considered a loss caused by "collision".

C. "Non-owned auto" means:

1. Any private passenger auto, pickup, van, or "trailer" not owned by or furnished or available for the regular use of you or any "family member" while in the custody of or being operated by you or any "family member"; or

2. Any auto or "trailer" you do not own while used as a temporary substitute for "your covered auto" which is out of normal use because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. Loss; or
- e. Destruction.

D. "Custom furnishings or equipment" means equipment, devices, accessories, enhancements, and changes other than those that are offered by the manufacturer specifically for that auto model, or installed by the auto dealership when new as part of the original sale which are permanently installed or attached and alter the appearance or performance of the auto. This includes but is not limited to:

1. Body, engine, exhaust, or suspension enhancers;
2. Winches, anti-roll, or anti-sway bars;
3. Custom grilles, louvers, side pipes, hood scoops, or spoilers;
4. Custom wheels, tires, or spinners; or
5. Custom chrome, paintwork, decals, or graphics.

TRANSPORTATION EXPENSES

A. In addition, we will pay, without application of a deductible, up to a maximum of \$600 for:

1. Temporary transportation expenses not exceeding \$20 per day incurred by you in the event of a loss to "your covered auto". We will pay for such expenses if the loss is caused by:
 - a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that auto.
 - b. "Collision" only if the Declarations indicate that Collision Coverage is provided for that auto.
2. Expenses for which you become legally responsible in the event of loss to a "non-owned auto". We will pay for such expenses if the loss is caused by:

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- a. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for any "your covered auto".
- b. "Collision" only if the Declarations indicate that Collision Coverage is provided for any "your covered auto".

However, the most we will pay for any expenses for loss of use is \$20 per day.

B. Subject to the provisions of Paragraph **A.**, if the loss is caused by:

- 1. A total theft of "your covered auto" or a "non-owned auto", we will pay only expenses incurred during the period:
 - a. Beginning 48 hours after the theft; and
 - b. Ending when "your covered auto" or the "non-owned auto" is returned to use or we pay for its loss.
- 2. Other than theft of a "your covered auto" or a "non-owned auto", we will pay only expenses beginning when the auto is withdrawn from use for more than 24 hours.

Our payment will be limited to that period of time reasonably required to repair or replace the "your covered auto" or the "non-owned auto".

CAMPING VEHICLES - AWNING

A. We will pay for direct and accidental loss to:

- 1. Facilities or equipment designed to be used with the camping vehicle while in or attached to the camping vehicle shown in the Declarations, for which a specific premium charge indicates that Camping Vehicles - Awning Coverage is provided.

Facilities or equipment include, but are not limited to:

- a. Cooking, dining, plumbing, or refrigeration facilities;
- b. Awnings or cabanas;
- c. Radio and television antennas; or
- d. Any other facilities or equipment designed to be used with a camping vehicle.

We will pay for loss caused by:

- 1. Other than "collision" only if the Declarations indicate that Other Than Collision Coverage is provided for that camping vehicle.
- 2. "Collision" only if the Declarations indicate that Collision Coverage is provided for that camping vehicle.

B. The following Exclusions are added:

- 1. We will not pay for loss to:
 - a. Clothing or luggage;
 - b. "Business" or office equipment; or
 - c. Articles, carried or held as samples, for sale, storage, repair, or used in exhibitions.
- 2. This coverage does not apply to furnishings or equipment that are excluded from coverage under Exclusions **4.**, **5.**, or **10.** of Part **D.**

C. Our limit of liability for loss will be the lesser of the:

- 1. Amount shown in the Declarations;
- 2. Actual cash value of the stolen or damaged property; or
- 3. Amount necessary to repair or replace the property with other property of like kind and quality.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations. If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

CAMPING VEHICLES - CONTENTS

We will pay for direct and accidental loss to "covered property" while it is in, upon, or used within 50 feet of the camping vehicle shown in the Declarations for which a specific premium charge indicates that Camping Vehicles - Contents Coverage is provided.

"Covered property" means furniture or other personal property belonging to you, or if you so elect, belonging to a "family member".

We will not pay for loss to:

- 1. Equipment or accessories which are part of the camping vehicle or "your covered auto".
- 2. Articles, carried or held as samples, for sale, storage, repair, or used in exhibitions.
- 3. "Business" or office equipment.
- 4. Records or accounts, currency, coins, stamps, or any other form of money.

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Our limit of liability for loss will be the lesser of the following:

1. Amount shown in the Declarations;
2. Actual cash value of the property; or
3. Amount necessary to repair or replace the property.

In order for theft coverage to apply, there must be visible signs of forcible entry into the camping vehicle, and a police report must be promptly filed.

Our payment for loss will be reduced by any applicable deductible shown in the Declarations.

If loss to more than one "your covered auto" results from the same "collision", only the highest applicable deductible will apply.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

PERSONAL EFFECTS

In addition, we will pay up to a maximum of \$250 for loss of personal effects in "your covered auto". This coverage applies in the event of loss by:

1. Fire;
2. Lightning; or
3. Total theft of "your covered auto".

EXCLUSIONS

We will not pay for:

1. Loss to "your covered auto" or any "non-owned auto" which occurs while it is being used as a public or livery conveyance. This Exclusion (1.) does not apply to a share-the-expense car pool.
2. Damage due and confined to:
 - a. Wear and tear;
 - b. Freezing;
 - c. Mechanical or electrical breakdown or failure; or
 - d. Road damage to tires.

This Exclusion (2.) does not apply if the damage results from the total theft of "your covered auto" or any "non-owned auto".
3. Loss due to or as a consequence of:
 - a. Radioactive contamination;
 - b. Discharge of any nuclear weapon (even if accidental);
 - c. War (declared or undeclared);
 - d. Civil war;

- e. Insurrection; or
 - f. Rebellion or revolution.
4. Loss to any electronic equipment that reproduces, receives or transmits audio, visual or data signals. This includes but is not limited to:
 - a. Radios and stereos;
 - b. Tape decks;
 - c. Compact disk systems;
 - d. Navigation systems;
 - e. Internet access systems;
 - f. Personal computers;
 - g. Video entertainment systems;
 - h. Telephones;
 - i. Televisions;
 - j. Two-way mobile radios;
 - k. Scanners; or
 - l. Citizens band radios.

This Exclusion (4.) does not apply to electronic equipment that is permanently installed in "your covered auto" or any "non-owned auto".

5. Loss to tapes, records, disks, or other media used with equipment described in Exclusion 4.
6. Loss to "your covered auto" or any "non-owned auto":
 - a. While it is being used on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction by:
 - (1) You;
 - (2) Any "family member"; or
 - (3) Any other person with your knowledge or permission; or
 - b. Due to destruction or confiscation by governmental or civil authorities because of its use in such activities.
7. Loss to a camper body or "trailer" you own which is not shown in the Declarations. This Exclusion (7.) does not apply to a camper body or "trailer" you:
 - a. Acquire during the policy period; and
 - b. Ask us to insure within 30 days after you become the owner.

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8. Loss to any "non-owned auto" when used by you or any "family member" without a reasonable belief that you or that "family member" are entitled to do so.
9. Loss to:
- a. Radios and television antennas;
 - b. Awnings or cabanas; or
 - c. Any other facilities or equipment designed to be used with a camping vehicle.
- This Exclusion (9.) does not apply to coverage provided under Camping Vehicles - Awning Coverage except for losses in excess of the amount shown in the Declarations under Camping Vehicles - Awning Coverage.
10. Loss to equipment designed or used for the detection or location of radar or laser.
11. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in the "business" of:
- a. Selling;
 - b. Repairing;
 - c. Servicing;
 - d. Storing; or
 - e. Parking;
- vehicles designed for use on public highways.
- This includes road testing and delivery.
12. Loss to any "non-owned auto" being maintained or used by any person while employed or otherwise engaged in any "business" not described in Exclusion 11. This Exclusion (12.) does not apply to the maintenance or use by you or any "family member" of a "non-owned auto" which is a private passenger auto or "trailer".
13. Loss to "your covered auto" or any "non-owned auto" while:
- a. Competing in; or
 - b. Practicing or preparing for;
- any prearranged or organized racing, pulling, or speed contest; or any driving activity conducted on a permanent or temporary racetrack or racecourse.
14. Loss to, or loss of use of, a "non-owned auto" rented by:
- a. You; or
 - b. Any "family member";
- if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that "family member", pursuant to the provisions of any applicable rental agreement or state law.
15. Loss to "your covered auto" or any "non-owned auto" due to "diminution in value" or "residual diminution in value".
- "Diminution in value" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.
- "Residual diminution in value" means the difference between the actual or perceived market or resale value immediately before a direct and accidental loss and the actual or perceived market or resale value immediately after repairs have been completed.
16. Loss to "your covered auto" or any "non-owned auto" due to "fungi". We will also not pay for any testing or remediation of "fungi", or any additional costs required to repair any "your covered auto" or any "non-owned auto" that are due to the existence of "fungi".

LIMIT OF LIABILITY

- A. Our limit of liability for loss will be the lesser of the:
- 1. Actual cash value of the stolen or damaged property; or
 - 2. Amount necessary to repair or replace the property with other property of like kind and quality.
- However, the most we will pay for loss to:
- 1. Any "non-owned auto" which is a "trailer" is \$1,500.
 - 2. Electronic equipment that reproduces, receives or transmits audio, visual or data signals, which is permanently installed in the auto in locations not used by the auto manufacturer specifically for that auto model for installation of such equipment is \$1,000.
 - 3. "Custom furnishings or equipment" is \$2,000 if the Declarations does not show Custom Vehicle -Yes- for "your covered auto" or any "non-owned auto".

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- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- C. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- D. If the damaged property was previously damaged but you did not have it repaired or replaced, we will reduce the amount payable for the loss by the amount of the previous damage.
- E. If you agree to repair instead of replace your damaged windshield, we will pay the full cost of repairing the windshield regardless of your deductible.
- F. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made, including payments made by or on behalf of persons or organizations who may be legally responsible.

PAYMENT OF LOSS

We may pay for loss in money, or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property, we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

LOSS PAYABLE CLAUSE

Loss or damage under this policy shall be paid, as interest may appear, to you and the loss payee shown in the Declarations. This insurance with respect to the interest of the loss payee, shall not become invalid because of your fraudulent acts or omissions unless the loss:

1. Results from conversion, secretion, embezzlement, or willful damaging or destruction, of "your covered auto" committed by or at the direction of an "insured".
2. To "your covered auto" occurs while it is being used on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction.

However, we reserve the right to cancel the policy as permitted by policy terms and the cancellation shall terminate this agreement as to the loss payee's interest. We will give the same advance notice of cancellation to the loss payee as we give to the named insured shown in the Declarations.

When we pay the loss payee we shall, to the extent of payment, be subrogated to the loss payee's rights of recovery.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a "non-owned auto" shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the "non-owned auto";
2. Any other applicable physical damage insurance; or
3. Any other source of recovery applicable to the loss.

APPRAISAL

A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

B. We do not waive any of our rights under this policy by agreeing to an appraisal.

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PART E - OPTIONAL COVERAGES

INSURING AGREEMENT

The coverages shown in this section are available to you as options. Coverages described **DO NOT APPLY** unless shown in the Declarations and unless a premium charge is shown for them in the Declarations.

ACCIDENTAL DEATH COVERAGE

INSURING AGREEMENT

- A. We agree to pay for accidental death caused by an auto accident. The coverage applies only if you or a "family member" dies as a result of injuries sustained in an auto accident within 90 days of the date of the accident.
- B. "Insured" as used in this Part means you or any "family member".

EXCLUSIONS

This coverage does not apply to:

- A. "Bodily injury" or death sustained by an "insured" in the course of their occupation while engaged in duties incident to the:
1. Operation, loading or unloading of, or as an assistant on, a public livery conveyance or commercial auto, or
 2. Repair or servicing of autos.
- B. Suicide, sane or insane, or to any attempt thereat.
- C. Injury or death due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.

LIMIT OF LIABILITY:

\$5,000 for each accidental death of you or your spouse.

\$1,000 for each accidental death of a "family member".

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you or any "family member" by us, or a member Company of the Ohio Mutual Insurance Group, apply to the same accident for Accidental Death Coverage the maximum limit we will pay is \$5,000 regardless of the number of policies.

PAYMENT OF ACCIDENTAL DEATH COVERAGE

If the decedent is survived by a spouse who was a resident of the same household at the time of the auto accident, Accidental Death Coverage is payable to such spouse; otherwise, if the decedent was a minor, Accidental Death Coverage is payable to any parent thereof who was a resident of the same household at the time of the auto accident; otherwise, Accidental Death Coverage is payable to the estate of the decedent.

The following optional coverages are subject to the provisions and Exclusions that apply to Part D - Coverage For Damage To Your Auto, except as changed by optional coverage(s) purchased.

BROAD FORM COLLISION COVERAGE

We agree to waive the deductible shown under Collision Coverage subject to a maximum amount of \$250 provided:

- A. "Your covered auto" is not occupied by any person and is legally parked; or
- B. The loss results from accidental "collision" with an "uninsured motor vehicle" as defined in **Part C - Uninsured Motorists And Underinsured Motorists Coverage**.

BROAD FORM GLASS

When there is a loss to "your covered auto" described in the Declarations for which a specific premium charge indicates that Broad Form Glass Coverage is afforded:

The following is added to the first paragraph of the Insuring Agreement in **Part D - Coverage For Damage To Your Auto**:

We will pay under Other Than Collision Coverage for the cost of replacing damaged safety glass on "your covered auto" without a deductible.

DIFFERENCE IN VALUE COVERAGE FOR LOAN/LEASE AUTOS

In the event of a covered total loss to a "your covered auto" shown in the Declarations for which a specific premium charge indicates that Difference In Value Coverage For Loan/Lease Autos applies, the Limit of Liability Provision in **Part D - Coverage For Damage To Your Auto**, with respect to that coverage is replaced by the following:

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- A. Our limit of liability for loss will be the greater of the:
1. Amount due under the terms of the loan or lease to which "your covered auto" is subject, but not to include:
 - a. Overdue loan/lease payments at the time of the loss;
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, unrepaired damage, or high mileage;
 - c. Security deposits not refunded by a lessor;
 - d. Cost for extended warranties;
 - e. Credit Life Insurance, Health, Accident, or Disability insurance purchased with the loan or lease; and
 - f. Carry-over balances from previous loans or leases; or
 2. Actual cash value of the stolen or damaged property.
- B. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
- C. We will not make duplicate payment under this coverage for the same element of loss for which payment was made.

For the purposes of this optional coverage, total loss means a loss in which the cost of repairs plus the salvage value exceeds the actual cash value.

This coverage shall apply only to the original loan or lease written on "your covered auto" not previously titled.

EXCESS ELECTRONIC EQUIPMENT COVERAGE NOTICE

The amount shown in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. Refer to the Limit of Liability provisions below.

A. Excess Electronic Equipment

The following is added to Paragraph A. of the Limit of Liability provision in **Part D - Coverage For Damage To Your Auto**:

In the event of a loss to a "non-owned auto", or to a "your covered auto" shown in the Declarations for which Excess Electronic Equipment Coverage applies:

The most we will pay for loss to electronic equipment that reproduces, receives or transmits audio, visual or data signals that is permanently installed in the auto, in locations not used by the auto manufacturer for installation of such equipment is increased from \$1,000 to the amount shown in the Declarations.

B. Coverage For Tapes, Records, Disks, Or Other Media

1. Exclusion 5. of **Part D - Coverage For Damage To Your Auto** does not apply to the extent that coverage is provided for tapes, records, disks, or other media.
2. We will also pay, without application of a deductible, for direct and accidental loss to tapes, records, disks, or other media if they are:
 - a. Owned by you or any "family member"; and
 - b. In or upon "your covered auto" or any "non-owned auto" at the time of the loss.
3. With respect to Coverage For Tapes, Records, Disks, Or Other Media, the Limit of Liability provision in **Part D - Coverage For Damage To Your Auto** is replaced by the following:

LIMIT OF LIABILITY

1. Our limit of liability for the total of all losses to tapes, records, disks, or other media, as a result of any one occurrence shall be the lesser of:
 - a. \$200;
 - b. The actual cash value of the stolen or damaged property; or
 - c. The amount necessary to repair or replace the property with other property of like kind and quality.

If Excess Electronic Equipment Coverage is purchased, the limit of liability applicable for losses to tapes, records, disks, or other media is in addition to any limits of liability applicable to Excess Electronic Equipment Coverage.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**OPTIONAL LIMITS TRANSPORTATION
EXPENSES COVERAGE**

When there is a loss to a "your covered auto" described in the Declarations for which a specific premium charge indicates that Optional Limits Transportation Expenses Coverage is afforded, or to a "non-owned auto":

Coverage for Transportation Expenses provided under **Part D - Coverage For Damage To Your Auto** of this policy is increased to the limits shown in the Declarations.

REPAIR OR REPLACEMENT COVERAGE

At our option, we will pay to repair or replace the auto to which this coverage applies as shown in the Declarations for a covered "collision" loss.

This coverage does not automatically transfer to any replacement auto or additional auto acquired during the policy period. This coverage does not apply to any other vehicle including, but not limited to, additional autos, replacement autos, substitute autos, and/or any "non-owned auto".

Part D - Coverage For Damage To Your Auto - Limit of Liability is deleted and replaced by the following:

LIMIT OF LIABILITY

We will pay to repair or replace the auto to which this coverage applies as shown in the Declarations for a covered "collision" loss subject to the applicable deductible and without deduction for depreciation.

- A.** Our limit of liability for loss will be the lesser of the:
 - 1.** Reasonable cost of repair or replacement of parts using parts manufactured by or for the vehicle's manufacturer, if available, or other sources when necessary; or
 - 2.** Cost of a new auto of the same make and model with the same equipment. If an auto of the same make and model with the same equipment is not available, the new auto must be of similar size, class, body type, and equipment. A new auto is an auto that has not been previously titled and is of the latest model year available at the time of loss.

However, the most we will pay for loss to a "non-owned auto" which is a "trailer" is \$1,500.

- B.** If the damaged property was previously damaged but you did not have it repaired or replaced, we will reduce the amount payable for the loss by the amount of the previous damage.

We reserve the right to repair or replace the damaged auto or to pay for the loss in money.

We will not pay, under this optional coverage, for:

- A.** An auto which is more than 24 months old from the date of purchase or has more than 24,000 miles on the odometer at the time of loss, whichever occurs first.
- B.** Any auto that was not new when purchased. New means the auto was not previously titled and has less than 200 miles on the odometer on the date you became the owner.
- C.** An accident involving a single vehicle or an accident involving another vehicle where the other driver is not identified.
- D.** Any accident when a police report is not filed within 24 hours of that accident.
- E.** Loss caused by other than "collision".
- F.** We will not make duplicate payment under this coverage for the same element of loss for which payment was made.

**TAPES, RECORDS, DISKS, OR OTHER MEDIA
ONLY COVERAGE**

We will pay, without the application of a deductible, for the direct and accidental loss to tapes, records, disks, or other media if they are:

- A.** Owned by you or any "family member"; and
- B.** In or upon "your covered auto" or any "non-owned auto" at the time of the loss.

Our limit of liability for the total of all losses to tapes, records, disks, or other media, as a result of any one occurrence shall be the lesser of:

- A.** \$200;
- B.** The actual cash value of the stolen or damaged property; or
- C.** The amount necessary to repair or replace the property with other property of like kind and quality.

If Tapes, Records, Disks, Or Other Media Only Coverage is purchased, the limit of liability applicable for losses to tapes, records, disks, or other media is in addition to the limit of liability applicable to Excess Electronic Equipment Coverage and any accessories used with either equipment.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss.

If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

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TOWING AND LABOR COVERAGE

We will pay towing and labor costs incurred each time "your covered auto" or any "non-owned auto" is disabled, up to the amount shown in the Declarations as applicable to that vehicle. If a "non-owned auto" is disabled, we will provide the broadest towing and labor costs coverage applicable to any "your covered auto" shown in the Declarations. We will only pay for labor performed at the place of disablement.

TRIP INTERRUPTION COVERAGE

INSURING AGREEMENT

With respect to a "your covered auto" shown in the Declarations for which a specific premium charge indicates that Trip Interruption Coverage is afforded, we will pay, without application of a deductible, up to a maximum limit shown in the Declarations for reasonable:

- A.** Transportation expenses incurred by you in the event of a mechanical or electrical breakdown of "your covered auto".
- B.** Expenses incurred by you for lodging and meals in the event of:
 - 1. Direct and accidental loss to "your covered auto" caused by "collision" or other than "collision"; or
 - 2. Mechanical or electrical breakdown of "your covered auto".

This coverage applies only if:

- A.** The loss to, or mechanical or electrical breakdown of, "your covered auto" occurs more than 100 miles from home; and
- B.** The "your covered auto" is withdrawn from use for at least 24 hours.

LIMIT OF LIABILITY

- A.** Our payment for Trip Interruption Coverage will be limited to that period of time reasonably required to:
 - 1. Resume travel under a prearranged itinerary; or
 - 2. Return home.
- B.** No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and **Part D - Coverage For Damage To Your Auto** of the policy.

OTHER SOURCES OF RECOVERY

Any insurance we provide with respect to Trip Interruption Coverage shall be excess over any other collectible source of recovery including, but not limited to:

- A.** Any coverage provided by:
 - 1. Vehicle warranties;
 - 2. Automobile clubs; or
 - 3. Mechanical breakdown or similar plans; or
- B.** Any other source of recovery applicable to the loss.

PART F - DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us:

- A.** We must be notified promptly of how, when, and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B.** A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement, or defense of any claim or suit including access to any data available from "your covered auto's" or "non-owned auto's" Event Data Recorder.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

- 3. Submit, as often as we reasonably require:
 - a. To physical exams by physicians we select. We will pay for these exams.
 - b. To examination under oath and subscribe the same.
- 4. Authorize us to obtain:
 - a. Medical reports; and
 - b. Other pertinent records.
- 5. Submit a proof of loss when required by us.
- C.** A person seeking Uninsured Motorists Coverage, Underinsured Motorists Coverage, or Uninsured Motorists Property Damage Coverage must also:
 - 1. Promptly notify the police if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.

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- D. A person seeking Coverage for Damage to Your Auto must also:
1. Take reasonable steps after loss to protect "your covered auto" or any "non-owned auto" and their equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if "your covered auto" or any "non-owned auto" is stolen or of any theft loss.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal including access to any data available from "your covered auto's" or "non-owned auto's" Event Data Recorder.

PART G - GENERAL POLICY PROVISIONS

BANKRUPTCY

Bankruptcy or insolvency of the "insured" shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy contains all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. If there is a change to the information used to develop the policy premium, we may adjust your premium. Changes during the policy term that may result in a premium increase or decrease include, but are not limited to, changes in:
1. The number, type, or use classification of insured vehicles;
 2. Operators using insured vehicles;
 3. The place of principal garaging of insured vehicles;
 4. Coverage, deductible, or limits; or
 5. Operators' driving record.

If a change resulting from **A.** or **B.** requires a premium adjustment, we will make the premium adjustment in accordance with our manual rules.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This Paragraph (**C.**) does not apply to change(s) implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.

FRAUD

We do not provide coverage for any "insured" who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under **Part A - Liability Coverage**, no legal action may be brought against us until:
1. We agree in writing that the "insured" has an obligation to pay; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the liability of an "insured".

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another, we shall be subrogated to that right. That person shall do:
1. Whatever is necessary to enable us to exercise our rights; and
 2. Nothing after loss to prejudice them.

However, our rights in this Paragraph (**A.**) do not apply under **Part D - Coverage For Damage To Your Auto**, against any person using "your covered auto" with a reasonable belief that that person is entitled to do so.

Our rights do not apply under Paragraph (**A.**) with respect to Uninsured Motorists and Underinsured Motorists Coverage if we:

1. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and

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2. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

1. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists and Underinsured Motorists Coverage; and
2. We also have a right to recover the advanced payment.

B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

OUR RIGHT TO RECOVER EARNED PREMIUM

If we make payment under this policy for any covered loss which occurs prior to the effective date of cancellation and there is earned premium due, we shall have the right to deduct any earned premium due from monies paid in settlement of the loss.

POLICY PERIOD AND TERRITORY

A. This policy applies only to accidents and losses which occur:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

B. The policy territory is:

1. The United States of America, its territories, or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, "your covered auto" while being transported between their ports.

TERMINATION

A. Cancellation

This policy may be cancelled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. Returning this policy to us; or
 - b. Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to the named insured shown in the Declarations at the address last known by us:

a. At least 10 days notice:

- (1) If cancellation is for nonpayment of premium; or
- (2) If notice is mailed during the first 90 days this policy is in effect and this is not a renewal or continuation policy; or

b. At least 30 days notice in all other cases.

3. After this policy is in effect for 90 days, or if this is a renewal or continuation policy, we will cancel only:

a. For nonpayment of premium; or

b. If your driver's license has been suspended or revoked. This must have occurred:

- (1) During the policy period; or
- (2) Since the second anniversary of the original effective date.

However, in the event that the driver's license of:

(1) Any driver who lives with you; or

(2) Any driver who customarily uses "your covered auto";

has been suspended or revoked, we may issue an endorsement providing that coverage will not be afforded to that named person; or

c. If the policy was obtained through material misrepresentation.

B. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to the named insured shown in the Declarations at the address last known by us. Notice will be mailed at least 30 days before the end of the policy period. If the policy period is other than two years, or written without a fixed expiration date, we will have the right not to renew or continue it only at each second anniversary of its original effective date.

C. Automatic Termination

If you obtain other insurance on "your covered auto", any similar insurance provided by this policy will terminate as to that auto on the effective date of the other insurance.

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D. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
2. If this policy is cancelled, you may be entitled to a premium refund. The premium refund, if any, will be computed according to our manuals.
3. The effective date and time of cancellation stated in the notice shall become the end of the policy period.

CONFORMITY TO STATUTE

Terms of this policy which are in conflict with the statutes of the states wherein this policy is issued are hereby amended to conform to such statutes.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse if resident in the same household at the time of death. Coverage applies to the spouse as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use "your covered auto".
- B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTO POLICIES

If this policy and any other auto insurance policy issued to you by us, or a member Company of the Ohio Mutual Insurance Group, apply to the same accident, the maximum limit of our liability under all the policies shall not exceed the highest applicable limit of liability under any one policy.

PART H - DECLARATIONS

WARRANTY STATEMENT

This policy is issued based on the warranties by you that the statements in the application are true and correct and that nothing has been concealed or misstated. All information stated in the application is material to a determination of the risk for which this policy is issued. The application is incorporated in this policy as if fully set forth herein. Your signature on the application warrants that the statements in the application are true and correct and that nothing has been concealed or misstated. Concealment or misstatement of information in the application voids the insurance coverage under this policy from its beginning as if the insurance coverage had never been bound and as if the policy had never been issued.

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